

|         |          |
|---------|----------|
| Adopted | Rejected |
|---------|----------|

## COMMITTEE REPORT

|      |    |
|------|----|
| YES: | 10 |
| NO:  | 3  |

### MR. SPEAKER:

*Your Committee on Labor and Employment, to which was referred House Bill 1030, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill **be amended** as follows:*

1       Page 1, between the enacting clause and line 1, begin a new  
2       paragraph and insert:  
3       "SECTION 1. IC 22-3-2-5 IS AMENDED TO READ AS  
4       FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 5. (a) Every employer  
5       who is bound by the compensation provisions of IC 22-3-2 through  
6       IC 22-3-6, except the state, counties, townships, cities, towns, school  
7       cities, school towns, school townships, other municipal corporations,  
8       state institutions, state boards, state commissions, banks, trust  
9       companies, ~~and~~ building and loan associations, **and employers**  
10      **holding an owner's license issued under IC 4-33-6**, shall insure the  
11      payment of compensation to the employer's employees and their  
12      dependents in the manner provided in IC 22-3-3, or procure from the  
13      worker's compensation board a certificate authorizing the employer to  
14      carry such risk without insurance. While such insurance or such

certificate remains in force, the employer or those conducting the employer's business and the employer's worker's compensation insurance carrier shall be liable to any employee and the employee's dependents for personal injury or death by accident arising out of and in the course of employment only to the extent and in the manner specified in IC 22-3-2 through IC 22-3-6.

(b) The state may not purchase worker's compensation insurance. The state may establish a program of self-insurance to cover its liability under this article. The state may administer its program of self-insurance or may contract with any private agency, business firm, limited liability company, or corporation to administer any part of the program. The state department of insurance may, in the manner prescribed by IC 4-22-2, adopt the rules necessary to implement the state's program of self-insurance.

**(c) An employer holding an owner's license issued under IC 4-33-6 shall procure a certificate authorizing the employer to carry the risk without insurance from the worker's compensation board. The employer holding a license issued under IC 4-33-6 is liable for payment of disability compensation under IC 22-3-2 through 22-3-6 only when the employee has completed and filed a notice to receive disability compensation under IC 22-3-2 through 22-3-6 in the manner provided in IC 22-3-2-19.1. "**

Page 2, line 6, delete "self-propelled excursion boat" and insert "riverboat as defined in IC 4-33-2-17".

Page 2, line 8, after ";" insert "or".

Page 2, line 9, delete "; or" and insert ".".

Page 2, delete line 10.

Page 2, between lines 13 and 14, begin a new paragraph and insert:

**"(d) A disabled seaman or representative must file a notice on a form prescribed by the worker's compensation board to receive disability compensation:**

**(1) exclusively under the Jones Act; or**

**(2) under IC 22-3-2 through IC 22-3-6 and the Jones Act.**

**(e) A disabled seaman or representative must file the notice in prescribed form with the worker's compensation board by registered mail postmarked by the thirtieth day of the disability, or by personal delivery to any office of the worker's compensation board on or before the thirtieth day of the disability. The disabled**

1     seaman or representative also must notify the employer in the  
 2     manner provided by IC 22-3-3-1(a), unless the employer has actual  
 3     notice of the injury. Compensation shall be paid in the manner  
 4     provided by IC 22-3-3-7. However, compensation shall not be paid  
 5     to the disabled seaman or the seaman's dependents for any days  
 6     earlier than the date the notice is provided to the workers'  
 7     compensation board."

8     Page 2, line 14, delete "(d)" and insert "(f)".

9     Page 2, line 14, delete "or medical benefits".

10    Page 2, line 17, after "compensation" delete ",."

11    Page 2, line 17, after "award" delete ", or as medical benefits  
 12    otherwise" and insert ".".

13    Page 2, line 18, delete "payable under IC 22-3-2 through  
 14    IC 22-3-6."

15    Page 2, between lines 21 and 22, begin a new paragraph and insert:

16    "SECTION 5. IC 22-3-3-1 IS AMENDED TO READ AS  
 17    FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 1. (a) Unless the  
 18    employer or his representative shall have actual knowledge of the  
 19    occurrence of an injury or death at the time thereof or shall acquire  
 20    such knowledge afterward, the injured employee or his dependents, as  
 21    soon as practicable after the injury or death resulting therefrom, shall  
 22    give written notice to the employer of such injury or death.

23    (b) Unless such notice is given or knowledge acquired within thirty  
 24    (30) days from the date of the injury or death, no compensation shall be  
 25    paid until and from the date such notice is given or knowledge  
 26    obtained. **Seamen are subject to the notice requirements and**  
 27    **payment restrictions contained in IC 22-3-2-19.1.** No lack of  
 28    knowledge by the employer or his representative, and no want, failure,  
 29    defect or inaccuracy of the notice shall bar compensation, unless the  
 30    employer shall show that he is prejudiced by such lack of knowledge  
 31    or by such want, failure, defect or inaccuracy of the notice, and then  
 32    only to the extent of such prejudices."

33    Page 2, between lines 29 and 30, begin a new paragraph and insert:

34    "SECTION 6. IC 22-3-3-7 IS AMENDED TO READ AS  
 35    FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 7. (a) Compensation  
 36    shall be allowed on account of injuries producing only temporary total  
 37    disability to work or temporary partial disability to work beginning  
 38    with the eighth (8th) day of such disability except for medical benefits

provided in section 4 of the chapter. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-one (21) days. **Compensation for seamen shall not be paid for any days earlier than the date of notification received by the worker's compensation board, as provided in IC 22-3-2-19.1.**

(b) The first weekly installment of compensation for temporary disability is due fourteen (14) days after the disability begins. Not later than fifteen (15) days from the date that the first installment of compensation is due, the employer or the employer's insurance carrier shall tender to the employee or to the employee's dependents, with all compensation due, a properly prepared compensation agreement in a form prescribed by the board. Whenever an employer or the employer's insurance carrier denies or is not able to determine liability to pay compensation or benefits, the employer or the employer's insurance carrier shall notify the worker's compensation board and the employee in writing on a form prescribed by the worker's compensation board not later than thirty (30) days after the employer's knowledge of the claimed injury. If a determination of liability cannot be made within thirty (30) days, the worker's compensation board may approve an additional thirty (30) days upon a written request of the employer or the employer's insurance carrier that sets forth the reasons that the determination could not be made within thirty (30) days and states the facts or circumstances that are necessary to determine liability within the additional thirty (30) days. More than thirty (30) days of additional time may be approved by the worker's compensation board upon the filing of a petition by the employer or the employer's insurance carrier that sets forth:

- (1) the extraordinary circumstances that have precluded a determination of liability within the initial sixty (60) days;
- (2) the status of the investigation on the date the petition is filed;
- (3) the facts or circumstances that are necessary to make a determination; and
- (4) a timetable for the completion of the remaining investigation.

An employer who fails to comply with this section is subject to a civil penalty of fifty dollars (\$50), to be assessed and collected by the board upon notice and hearing. Civil penalties collected under this section shall be deposited in the state general fund.

1 (c) Once begun, temporary total disability benefits may not be  
2 terminated by the employer unless:

3 (1) the employee has returned to any employment;

4 (2) the employee has died;

5 (3) the employee has refused to undergo a medical examination  
6 under section 6 of this chapter or has refused to accept suitable  
7 employment under section 11 of this chapter;

8 (4) the employee has received five hundred (500) weeks of  
9 temporary total disability benefits or has been paid the maximum  
10 compensation allowed under section 22 of this chapter; or

11 (5) the employee is unable or unavailable to work for reasons  
12 unrelated to the compensable injury.

13 In all other cases the employer must notify the employee in writing of  
14 the employer's intent to terminate the payment of temporary total  
15 disability benefits and of the availability of employment, if any, on a  
16 form approved by the board. If the employee disagrees with the  
17 proposed termination, the employee must give written notice of  
18 disagreement to the board and the employer within seven (7) days after  
19 receipt of the notice of intent to terminate benefits. If the board and  
20 employer do not receive a notice of disagreement under this section,  
21 the employee's temporary total disability benefits shall be terminated.  
22 Upon receipt of the notice of disagreement, the board shall immediately  
23 contact the parties, which may be by telephone or other means, and  
24 attempt to resolve the disagreement. If the board is unable to resolve  
25 the disagreement within ten (10) days of receipt of the notice of  
26 disagreement, the board shall immediately arrange for an evaluation of  
27 the employee by an independent medical examiner. The independent  
28 medical examiner shall be selected by mutual agreement of the parties  
29 or, if the parties are unable to agree, appointed by the board under  
30 IC 22-3-4-11. If the independent medical examiner determines that the  
31 employee is no longer temporarily disabled or is still temporarily  
32 disabled but can return to employment that the employer has made  
33 available to the employee, or if the employee fails or refuses to appear  
34 for examination by the independent medical examiner, temporary total  
35 disability benefits may be terminated. If either party disagrees with the  
36 opinion of the independent medical examiner, the party shall apply to  
37 the board for a hearing under IC 22-3-4-5.

38 (d) An employer is not required to continue the payment of

temporary total disability benefits for more than fourteen (14) days after the employer's proposed termination date unless the independent medical examiner determines that the employee is temporarily disabled and unable to return to any employment that the employer has made available to the employee.

(e) If it is determined that as a result of this section temporary total disability benefits were overpaid, the overpayment shall be deducted from any benefits due the employee under section 10 of this chapter and, if there are no benefits due the employee or the benefits due the employee do not equal the amount of the overpayment, the employee shall be responsible for paying any overpayment which cannot be deducted from benefits due the employee."

Page 7, line 17, delete "self-propelled excursion boat" and insert **"riverboat as defined in IC 4-33-2-17"**.

Page 7, line 19, after ";" insert **"or"**.

Page 7, line 20, delete "; or" and insert **"."**.

Page 7, delete line 22.

Page 7, between lines 24 and 25, begin a new paragraph and insert:

**"(d) A disabled seaman or representative must file a notice on a form prescribed by the worker's compensation board to receive disability compensation:**

**(1) exclusively under the Jones Act; or**

**(2) under IC 22-3-7 and the Jones Act.**

**This notice shall be filed contemporaneously with any notice filed under IC 22-3-7-30.**

**(e) A disabled seaman or representative must file the notice in prescribed form with the worker's compensation board by registered mail postmarked by the thirtieth day of the disability, or by personal delivery to any office of the worker's compensation board on or before the thirtieth day of the disability. The disabled seaman or representative also must notify the employer in the manner provided by IC 22-3-7-32, unless the employer has actual notice of the injury. Compensation shall be paid in the manner provided by IC 22-3-7. However, compensation shall not be paid to the disabled seaman or the seaman's dependents for any days earlier than the date the notice is provided to the workers' compensation board."**

Page 7, line 25, delete "(d)" and insert **"(f)"**.

1 Page 7, line 25, delete "or medical benefits".

2 Page 7, line 28, after "compensation" delete ", ,".

3 Page 7, line 28, after "award" delete ", or as medical benefits  
4 otherwise" and insert "."

5 Page 7, line 29 delete "payable under this chapter.".

6 Page 7, after line 31, begin a new paragraph and insert:

7 "SECTION 10. IC 22-3-7-16 IS AMENDED TO READ AS  
8 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 16. (a) **Subject to the**  
9 **exception for seamen as provided in IC 22-3-7-9.1**, compensation  
10 shall be allowed on account of disablement from occupational disease  
11 resulting in only temporary total disability to work or temporary partial  
12 disability to work beginning with the eighth day of such disability  
13 except for the medical benefits provided for in section 17 of this  
14 chapter. Compensation shall be allowed for the first seven (7) calendar  
15 days only as provided in this section. The first weekly installment of  
16 compensation for temporary disability is due fourteen (14) days after  
17 the disability begins. Not later than fifteen (15) days from the date that  
18 the first installment of compensation is due, the employer or the  
19 employer's insurance carrier shall tender to the employee or to the  
20 employee's dependents, with all compensation due, a properly prepared  
21 compensation agreement in a form prescribed by the board. Whenever  
22 an employer or the employer's insurance carrier denies or is not able to  
23 determine liability to pay compensation or benefits, the employer or the  
24 employer's insurance carrier shall notify the worker's compensation  
25 board and the employee in writing on a form prescribed by the worker's  
26 compensation board not later than thirty (30) days after the employer's  
27 knowledge of the claimed disablement. If a determination of liability  
28 cannot be made within thirty (30) days, the worker's compensation  
29 board may approve an additional thirty (30) days upon a written request  
30 of the employer or the employer's insurance carrier that sets forth the  
31 reasons that the determination could not be made within thirty (30)  
32 days and states the facts or circumstances that are necessary to  
33 determine liability within the additional thirty (30) days. More than  
34 thirty (30) days of additional time may be approved by the worker's  
35 compensation board upon the filing of a petition by the employer or the  
36 employer's insurance carrier that sets forth:

37 (1) the extraordinary circumstances that have precluded a  
38 determination of liability within the initial sixty (60) days;

1 (2) the status of the investigation on the date the petition is filed;

2 (3) the facts or circumstances that are necessary to make a  
3 determination; and

4 (4) a timetable for the completion of the remaining investigation.

5 An employer who fails to comply with this section is subject to a civil  
6 penalty of fifty dollars (\$50), to be assessed and collected by the board  
7 upon notice and hearing. Civil penalties collected under this section  
8 shall be deposited in the state general fund.

9 (b) Once begun, temporary total disability benefits may not be  
10 terminated by the employer unless:

11 (1) the employee has returned to work;

12 (2) the employee has died;

13 (3) the employee has refused to undergo a medical examination  
14 under section 20 of this chapter;

15 (4) the employee has received five hundred (500) weeks of  
16 temporary total disability benefits or has been paid the maximum  
17 compensation allowable under section 19 of this chapter; or

18 (5) the employee is unable or unavailable to work for reasons  
19 unrelated to the compensable disease.

20 In all other cases the employer must notify the employee in writing of  
21 the employer's intent to terminate the payment of temporary total  
22 disability benefits, and of the availability of employment, if any, on a  
23 form approved by the board. If the employee disagrees with the  
24 proposed termination, the employee must give written notice of  
25 disagreement to the board and the employer within seven (7) days after  
26 receipt of the notice of intent to terminate benefits. If the board and  
27 employer do not receive a notice of disagreement under this section,  
28 the employee's temporary total disability benefits shall be terminated.  
29 Upon receipt of the notice of disagreement, the board shall immediately  
30 contact the parties, which may be by telephone or other means and  
31 attempt to resolve the disagreement. If the board is unable to resolve  
32 the disagreement within ten (10) days of receipt of the notice of  
33 disagreement, the board shall immediately arrange for an evaluation of  
34 the employee by an independent medical examiner. The independent  
35 medical examiner shall be selected by mutual agreement of the parties  
36 or, if the parties are unable to agree, appointed by the board under  
37 IC 22-3-4-11. If the independent medical examiner determines that the  
38 employee is no longer temporarily disabled or is still temporarily



1 disabled but can return to employment that the employer has made  
2 available to the employee, or if the employee fails or refuses to appear  
3 for examination by the independent medical examiner, temporary total  
4 disability benefits may be terminated. If either party disagrees with the  
5 opinion of the independent medical examiner, the party shall apply to  
6 the board for a hearing under section 27 of this chapter.

7 (c) An employer is not required to continue the payment of  
8 temporary total disability benefits for more than fourteen (14) days  
9 after the employer's proposed termination date unless the independent  
10 medical examiner determines that the employee is temporarily disabled  
11 and unable to return to any employment that the employer has made  
12 available to the employee.

13 (d) If it is determined that as a result of this section temporary total  
14 disability benefits were overpaid, the overpayment shall be deducted  
15 from any benefits due the employee under this section and, if there are  
16 no benefits due the employee or the benefits due the employee do not  
17 equal the amount of the overpayment, the employee shall be  
18 responsible for paying any overpayment which cannot be deducted  
19 from benefits due the employee.

20 (e) For disablements occurring on and after April 1, 1951, and prior  
21 to July 1, 1971, from occupational disease resulting in temporary total  
22 disability for any work there shall be paid to the disabled employee  
23 during such temporary total disability a weekly compensation equal to  
24 sixty percent (60%) of the employee's average weekly wages for a  
25 period not to exceed five hundred (500) weeks. Compensation shall be  
26 allowed for the first seven (7) calendar days only if the disability  
27 continues for longer than twenty-eight (28) days.

28 For disablements occurring on and after July 1, 1971, and prior to  
29 July 1, 1974, from occupational disease resulting in temporary total  
30 disability for any work there shall be paid to the disabled employee  
31 during such temporary total disability a weekly compensation equal to  
32 sixty percent (60%) of the employee's average weekly wages, as  
33 defined in section 19 of this chapter, for a period not to exceed five  
34 hundred (500) weeks. Compensation shall be allowed for the first seven  
35 (7) calendar days only if the disability continues for longer than  
36 twenty-eight (28) days.

37 For disablements occurring on and after July 1, 1974, and before  
38 July 1, 1976, from occupational disease resulting in temporary total

1 disability for any work there shall be paid to the disabled employee  
2 during such temporary total disability a weekly compensation equal to  
3 sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the employee's average  
4 weekly wages, up to one hundred thirty-five dollars (\$135) average  
5 weekly wages, as defined in section 19 of this chapter, for a period not  
6 to exceed five hundred (500) weeks. Compensation shall be allowed for  
7 the first seven (7) calendar days only if the disability continues for  
8 longer than twenty-one (21) days.

9 For disablements occurring on and after July 1, 1976, from  
10 occupational disease resulting in temporary total disability for any work  
11 there shall be paid to the disabled employee during the temporary total  
12 disability weekly compensation equal to sixty-six and two-thirds  
13 percent ( $66\frac{2}{3}\%$ ) of the employee's average weekly wages, as defined  
14 in section 19 of this chapter, for a period not to exceed five hundred  
15 (500) weeks. Compensation shall be allowed for the first seven (7)  
16 calendar days only if the disability continues for longer than twenty-one  
17 (21) days.

18 (f) For disablements occurring on and after April 1, 1951, and prior  
19 to July 1, 1971, from occupational disease resulting in temporary  
20 partial disability for work there shall be paid to the disabled employee  
21 during such disability a weekly compensation equal to sixty percent  
22 (60%) of the difference between the employee's average weekly wages  
23 and the weekly wages at which the employee is actually employed after  
24 the disablement, for a period not to exceed three hundred (300) weeks.  
25 Compensation shall be allowed for the first seven (7) calendar days  
26 only if the disability continues for longer than twenty-eight (28) days.  
27 In case of partial disability after the period of temporary total disability,  
28 the later period shall be included as part of the maximum period  
29 allowed for partial disability.

30 For disablements occurring on and after July 1, 1971, and prior to  
31 July 1, 1974, from occupational disease resulting in temporary partial  
32 disability for work there shall be paid to the disabled employee during  
33 such disability a weekly compensation equal to sixty percent (60%) of  
34 the difference between the employee's average weekly wages, as  
35 defined in section 19 of this chapter, and the weekly wages at which the  
36 employee is actually employed after the disablement, for a period not  
37 to exceed three hundred (300) weeks. Compensation shall be allowed  
38 for the first seven (7) calendar days only if the disability continues for

1 longer than twenty-eight (28) days. In case of partial disability after the  
2 period of temporary total disability, the latter period shall be included  
3 as a part of the maximum period allowed for partial disability.

4 For disablements occurring on and after July 1, 1974, from  
5 occupational disease resulting in temporary partial disability for work  
6 there shall be paid to the disabled employee during such disability a  
7 weekly compensation equal to sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the difference between the employee's average weekly wages,  
8 as defined in section 19 of this chapter, and the weekly wages at which  
9 he is actually employed after the disablement, for a period not to  
10 exceed three hundred (300) weeks. Compensation shall be allowed for  
11 the first seven (7) calendar days only if the disability continues for  
12 longer than twenty-one (21) days. In case of partial disability after the  
13 period of temporary total disability, the latter period shall be included  
14 as a part of the maximum period allowed for partial disability.

15  
16 (g) For disabilities occurring on and after April 1, 1951, and prior  
17 to April 1, 1955, from occupational disease in the following schedule,  
18 the employee shall receive in lieu of all other compensation, on account  
19 of such disabilities, a weekly compensation of sixty percent (60%) of  
20 the employee's average weekly wage; for disabilities occurring on and  
21 after April 1, 1955, and prior to July 1, 1971, from occupational disease  
22 in the following schedule, the employee shall receive in addition to  
23 disability benefits not exceeding twenty-six (26) weeks on account of  
24 said occupational disease a weekly compensation of sixty percent  
25 (60%) of the employee's average weekly wages.

26 For disabilities occurring on and after July 1, 1971, and before July  
27 1, 1977, from occupational disease in the following schedule, the  
28 employee shall receive in addition to disability benefits not exceeding  
29 twenty-six (26) weeks on account of said occupational disease a weekly  
30 compensation of sixty percent (60%) of his average weekly wages not  
31 to exceed one hundred dollars (\$100) average weekly wages, for the  
32 period stated for such disabilities respectively.

33 For disabilities occurring on and after July 1, 1977, and before July  
34 1, 1979, from occupational disease in the following schedule, the  
35 employee shall receive in addition to disability benefits not exceeding  
36 twenty-six (26) weeks on account of the occupational disease a weekly  
37 compensation of sixty percent (60%) of the employee's average weekly  
38 wages, not to exceed one hundred twenty-five dollars (\$125) average

1 weekly wages, for the period stated for the disabilities.

2 For disabilities occurring on and after July 1, 1979, and before July  
3 1, 1988, from occupational disease in the following schedule, the  
4 employee shall receive in addition to disability benefits, not exceeding  
5 fifty-two (52) weeks on account of the occupational disease, a weekly  
6 compensation of sixty percent (60%) of the employee's average weekly  
7 wages, not to exceed one hundred twenty-five dollars (\$125) average  
8 weekly wages, for the period stated for the disabilities.

9 For disabilities occurring on and after July 1, 1988, and before July  
10 1, 1989, from occupational disease in the following schedule, the  
11 employee shall receive in addition to disability benefits, not exceeding  
12 seventy-eight (78) weeks on account of the occupational disease, a  
13 weekly compensation of sixty percent (60%) of the employee's average  
14 weekly wages, not to exceed one hundred sixty-six dollars (\$166)  
15 average weekly wages, for the period stated for the disabilities.

16 For disabilities occurring on and after July 1, 1989, and before July  
17 1, 1990, from occupational disease in the following schedule, the  
18 employee shall receive in addition to disability benefits, not exceeding  
19 seventy-eight (78) weeks on account of the occupational disease, a  
20 weekly compensation of sixty percent (60%) of the employee's average  
21 weekly wages, not to exceed one hundred eighty-three dollars (\$183)  
22 average weekly wages, for the period stated for the disabilities.

23 For disabilities occurring on and after July 1, 1990, and before July  
24 1, 1991, from occupational disease in the following schedule, the  
25 employee shall receive in addition to disability benefits, not exceeding  
26 seventy-eight (78) weeks on account of the occupational disease, a  
27 weekly compensation of sixty percent (60%) of the employee's average  
28 weekly wages, not to exceed two hundred dollars (\$200) average  
29 weekly wages, for the period stated for the disabilities.

30 (1) Amputations: For the loss by separation, of the thumb, sixty  
31 (60) weeks; of the index finger, forty (40) weeks; of the second  
32 finger, thirty-five (35) weeks; of the third or ring finger, thirty  
33 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the  
34 hand by separation below the elbow, two hundred (200) weeks; of  
35 the arm above the elbow joint, two hundred fifty (250) weeks; of  
36 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;  
37 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)  
38 weeks; of the fifth or little toe, ten (10) weeks; of the foot below

1 the knee joint, one hundred fifty (150) weeks; and of the leg  
2 above the knee joint, two hundred (200) weeks. The loss of more  
3 than one (1) phalange of a thumb or toe shall be considered as the  
4 loss of the entire thumb or toe. The loss of more than two (2)  
5 phalanges of a finger shall be considered as the loss of the entire  
6 finger. The loss of not more than one (1) phalange of a thumb or  
7 toe shall be considered as the loss of one-half (1/2) of the thumb  
8 or toe and compensation shall be paid for one-half (1/2) of the  
9 period for the loss of the entire thumb or toe. The loss of not more  
10 than two (2) phalanges of a finger shall be considered as the loss  
11 of one-half (1/2) the finger and compensation shall be paid for  
12 one-half (1/2) of the period for the loss of the entire finger.

13 (2) Loss of Use: The total permanent loss of the use of an arm,  
14 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
15 as the equivalent of the loss by separation of the arm, hand,  
16 thumb, finger, leg, foot, toe, or phalange and the compensation  
17 shall be paid for the same period as for the loss thereof by  
18 separation.

19 (3) Partial Loss of Use: For the permanent partial loss of the use  
20 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,  
21 compensation shall be paid for the proportionate loss of the use of  
22 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

23 (4) For disablements for occupational disease resulting in total  
24 permanent disability, five hundred (500) weeks.

25 (5) For the loss of both hands, or both feet, or the total sight of  
26 both eyes, or any two (2) of such losses resulting from the same  
27 disablement by occupational disease, five hundred (500) weeks.

28 (6) For the permanent and complete loss of vision by enucleation  
29 of an eye or its reduction to one-tenth (1/10) of normal vision with  
30 glasses, one hundred fifty (150) weeks, and for any other  
31 permanent reduction of the sight of an eye, compensation shall be  
32 paid for a period proportionate to the degree of such permanent  
33 reduction without correction or glasses. However, when such  
34 permanent reduction without correction or glasses would result in  
35 one hundred percent (100%) loss of vision, but correction or  
36 glasses would result in restoration of vision, then compensation  
37 shall be paid for fifty percent (50%) of such total loss of vision  
38 without glasses plus an additional amount equal to the

1 proportionate amount of such reduction with glasses, not to  
2 exceed an additional fifty percent (50%).

3 (7) For the permanent and complete loss of hearing, two hundred  
4 (200) weeks.

5 (8) In all other cases of permanent partial impairment,  
6 compensation proportionate to the degree of such permanent  
7 partial impairment, in the discretion of the worker's compensation  
8 board, not exceeding five hundred (500) weeks.

9 (9) In all cases of permanent disfigurement, which may impair the  
10 future usefulness or opportunities of the employee, compensation  
11 in the discretion of the worker's compensation board, not  
12 exceeding two hundred (200) weeks, except that no compensation  
13 shall be payable under this paragraph where compensation shall  
14 be payable under subdivisions (1) through (8). Where  
15 compensation for temporary total disability has been paid, this  
16 amount of compensation shall be deducted from any  
17 compensation due for permanent disfigurement.

18 With respect to disablements in the following schedule occurring on  
19 and after July 1, 1991, the employee shall receive in addition to  
20 temporary total disability benefits, not exceeding one hundred  
21 twenty-five (125) weeks on account of the disablement, compensation  
22 in an amount determined under the following schedule to be paid  
23 weekly at a rate of sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the  
24 employee's average weekly wages during the fifty-two (52) weeks  
25 immediately preceding the week in which the disablement occurred:

26 (1) Amputation: For the loss by separation of the thumb, twelve  
27 (12) degrees of permanent impairment; of the index finger, eight  
28 (8) degrees of permanent impairment; of the second finger, seven  
29 (7) degrees of permanent impairment; of the third or ring finger,  
30 six (6) degrees of permanent impairment; of the fourth or little  
31 finger, four (4) degrees of permanent impairment; of the hand by  
32 separation below the elbow joint, forty (40) degrees of permanent  
33 impairment; of the arm above the elbow, fifty (50) degrees of  
34 permanent impairment; of the big toe, twelve (12) degrees of  
35 permanent impairment; of the second toe, six (6) degrees of  
36 permanent impairment; of the third toe, four (4) degrees of  
37 permanent impairment; of the fourth toe, three (3) degrees of  
38 permanent impairment; of the fifth or little toe, two (2) degrees of

1 permanent impairment; of separation of the foot below the knee  
2 joint, thirty-five (35) degrees of permanent impairment; and of the  
3 leg above the knee joint, forty-five (45) degrees of permanent  
4 impairment.

5 (2) Amputations occurring on or after July 1, 1997: For the loss  
6 by separation of any of the body parts described in subdivision (1)  
7 on or after July 1, 1997, the dollar values per degree applying on  
8 the date of the injury as described in subsection (h) shall be  
9 multiplied by two (2). However, the doubling provision of this  
10 subdivision does not apply to a loss of use that is not a loss by  
11 separation.

12 (3) The loss of more than one (1) phalange of a thumb or toe shall  
13 be considered as the loss of the entire thumb or toe. The loss of  
14 more than two (2) phalanges of a finger shall be considered as the  
15 loss of the entire finger. The loss of not more than one (1)  
16 phalange of a thumb or toe shall be considered as the loss of  
17 one-half (1/2) of the degrees of permanent impairment for the loss  
18 of the entire thumb or toe. The loss of not more than one (1)  
19 phalange of a finger shall be considered as the loss of one-third  
20 (1/3) of the finger and compensation shall be paid for one-third  
21 (1/3) of the degrees payable for the loss of the entire finger. The  
22 loss of more than one (1) phalange of the finger but not more than  
23 two (2) phalanges of the finger shall be considered as the loss of  
24 one-half (1/2) of the finger and compensation shall be paid for  
25 one-half (1/2) of the degrees payable for the loss of the entire  
26 finger.

27 (4) For the loss by separation of both hands or both feet or the  
28 total sight of both eyes or any two (2) such losses in the same  
29 accident, one hundred (100) degrees of permanent impairment.

30 (5) For the permanent and complete loss of vision by enucleation  
31 or its reduction to one-tenth (1/10) of normal vision with glasses,  
32 thirty-five (35) degrees of permanent impairment.

33 (6) For the permanent and complete loss of hearing in one (1) ear,  
34 fifteen (15) degrees of permanent impairment, and in both ears,  
35 forty (40) degrees of permanent impairment.

36 (7) For the loss of one (1) testicle, (10) ten degrees of permanent  
37 impairment; for the loss of both testicles, thirty (30) degrees of  
38 permanent impairment.

1 (8) Loss of use: The total permanent loss of the use of an arm, a  
2 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
3 considered as the equivalent of the loss by separation of the arm,  
4 hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
5 shall be paid in the same amount as for the loss by separation.  
6 However, the doubling provision of subdivision (2) does not  
7 apply to a loss of use that is not a loss by separation.

8 (9) Partial loss of use: For the permanent partial loss of the use of  
9 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
10 phalange, compensation shall be paid for the proportionate loss of  
11 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

12 (10) For disablements resulting in total permanent disability, the  
13 amount payable for impairment or five hundred (500) weeks of  
14 compensation, whichever is greater.

15 (11) For any permanent reduction of the sight of an eye less than  
16 a total loss as specified in subdivision (3), the compensation shall  
17 be paid in an amount proportionate to the degree of a permanent  
18 reduction without correction or glasses. However, when a  
19 permanent reduction without correction or glasses would result in  
20 one hundred percent (100%) loss of vision, then compensation  
21 shall be paid for fifty percent (50%) of the total loss of vision  
22 without glasses, plus an additional amount equal to the  
23 proportionate amount of the reduction with glasses, not to exceed  
24 an additional fifty percent (50%).

25 (12) For any permanent reduction of the hearing of one (1) or both  
26 ears, less than the total loss as specified in subdivision (4),  
27 compensation shall be paid in an amount proportionate to the  
28 degree of a permanent reduction.

29 (13) In all other cases of permanent partial impairment,  
30 compensation proportionate to the degree of a permanent partial  
31 impairment, in the discretion of the worker's compensation board,  
32 not exceeding one hundred (100) degrees of permanent  
33 impairment.

34 (14) In all cases of permanent disfigurement which may impair  
35 the future usefulness or opportunities of the employee,  
36 compensation, in the discretion of the worker's compensation  
37 board, not exceeding forty (40) degrees of permanent impairment  
38 except that no compensation shall be payable under this



1 subdivision where compensation is payable elsewhere in this  
2 section.

3 (h) With respect to disablements occurring on and after July 1,  
4 1991, compensation for permanent partial impairment shall be paid  
5 according to the degree of permanent impairment for the disablement  
6 determined under subsection (d) and the following:

7 (1) With respect to disablements occurring on and after July 1,  
8 1991, and before July 1, 1992, for each degree of permanent  
9 impairment from one (1) to thirty-five (35), five hundred dollars  
10 (\$500) per degree; for each degree of permanent impairment from  
11 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per  
12 degree; for each degree of permanent impairment above fifty (50),  
13 one thousand five hundred dollars (\$1,500) per degree.

14 (2) With respect to disablements occurring on and after July 1,  
15 1992, and before July 1, 1993, for each degree of permanent  
16 impairment from one (1) to twenty (20), five hundred dollars  
17 (\$500) per degree; for each degree of permanent impairment from  
18 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)  
19 per degree; for each degree of permanent impairment from  
20 thirty-six (36) to fifty (50), one thousand three hundred dollars  
21 (\$1,300) per degree; for each degree of permanent impairment  
22 above fifty (50), one thousand seven hundred dollars (\$1,700) per  
23 degree.

24 (3) With respect to disablements occurring on and after July 1,  
25 1993, and before July 1, 1997, for each degree of permanent  
26 impairment from one (1) to ten (10), five hundred dollars (\$500)  
27 per degree; for each degree of permanent impairment from eleven  
28 (11) to twenty (20), seven hundred dollars (\$700) per degree; for  
29 each degree of permanent impairment from twenty-one (21) to  
30 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
31 each degree of permanent impairment from thirty-six (36) to fifty  
32 (50), one thousand four hundred dollars (\$1,400) per degree; for  
33 each degree of permanent impairment above fifty (50), one  
34 thousand seven hundred dollars (\$1,700) per degree.

35 (4) With respect to disablements occurring on and after July 1,  
36 1997, and before July 1, 1998, for each degree of permanent  
37 impairment from one (1) to ten (10), seven hundred fifty dollars  
38 (\$750) per degree; for each degree of permanent impairment from

eleven (11) thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(5) With respect to disablements occurring on and after July 1, 1998, and before July 1, 1999, for each degree of permanent impairment from one (1) to ten (10), seven hundred fifty dollars (\$750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(6) With respect to disablements occurring on and after July 1, 1999, for each degree of permanent impairment from one (1) to ten (10), nine hundred dollars (\$900) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand one hundred dollars (\$1,100) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand six hundred dollars (\$1,600) per degree; for each degree of permanent impairment above fifty (50), two thousand dollars (\$2,000) per degree.

(i) The average weekly wages used in the determination of compensation for permanent partial impairment under subsections (g) and (h) shall not exceed the following:

(1) With respect to disablements occurring on or after July 1, 1991, and before July 1, 1992, four hundred ninety-two dollars (\$492).

(2) With respect to disablements occurring on or after July 1, 1992, and before July 1, 1993, five hundred forty dollars (\$540).

(3) With respect to disablements occurring on or after July 1, 1993, and before July 1, 1994, five hundred ninety-one dollars (\$591).

(4) With respect to disablements occurring on or after July 1, 1994, and before July 1, 1997, six hundred forty-two dollars (\$642).

(5) With respect to disablements occurring on or after July 1,

1 1997, and before July 1, 1998, six hundred seventy-two dollars  
2 (\$672).

3 (6) With respect to disablements occurring on or after July 1,  
4 1998, and before July 1, 1999, seven hundred two dollars (\$702).

5 (7) With respect to disablements occurring on or after July 1,  
6 1999, and before July 1, 2000, seven hundred thirty-two dollars  
7 (\$732).

8 (8) With respect to disablements occurring on or after July 1,  
9 2000, seven hundred sixty-two dollars (\$762).

10 (j) If any employee, only partially disabled, refuses employment  
11 suitable to his capacity procured for him, he shall not be entitled to any  
12 compensation at any time during the continuance of such refusal  
13 unless, in the opinion of the worker's compensation board, such refusal  
14 was justifiable. The employee must be served with a notice setting forth  
15 the consequences of the refusal under this subsection. The notice must  
16 be in a form prescribed by the worker's compensation board.

17 (k) If an employee has sustained a permanent impairment or  
18 disability from an accidental injury other than an occupational disease  
19 in another employment than that in which he suffered a subsequent  
20 disability from an occupational disease, such as herein specified, the  
21 employee shall be entitled to compensation for the subsequent  
22 disability in the same amount as if the previous impairment or  
23 disability had not occurred. However, if the permanent impairment or  
24 disability resulting from an occupational disease for which  
25 compensation is claimed results only in the aggravation or increase of  
26 a previously sustained permanent impairment from an occupational  
27 disease or physical condition regardless of the source or cause of such  
28 previously sustained impairment from an occupational disease or  
29 physical condition, the board shall determine the extent of the  
30 previously sustained permanent impairment from an occupational  
31 disease or physical condition as well as the extent of the aggravation or  
32 increase resulting from the subsequent permanent impairment or  
33 disability, and shall award compensation only for that part of said  
34 occupational disease or physical condition resulting from the  
35 subsequent permanent impairment. An amputation of any part of the  
36 body or loss of any or all of the vision of one (1) or both eyes caused by  
37 an occupational disease shall be considered as a permanent impairment  
38 or physical condition.

1 (l) If an employee suffers a disablement from occupational disease  
2 for which compensation is payable while the employee is still receiving  
3 or entitled to compensation for a previous injury by accident or  
4 disability by occupational disease in the same employment, he shall not  
5 at the same time be entitled to compensation for both, unless it be for  
6 a permanent injury, such as specified in subsection (g)(1), (g)(2),  
7 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to  
8 compensation for that disability and from the time of that disability  
9 which will cover the longest period and the largest amount payable  
10 under this chapter.

11 (m) If an employee receives a permanent disability from  
12 occupational disease such as specified in subsection (g)(1), (g)(2),  
13 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent  
14 disability in the same employment the employee shall be entitled to  
15 compensation for both such disabilities, but the total compensation  
16 shall be paid by extending the period and not by increasing the amount  
17 of weekly compensation and, when such previous and subsequent  
18 permanent disabilities, in combination result in total permanent  
19 disability or permanent total impairment, compensation shall be  
20 payable for such permanent total disability or impairment, but  
21 payments made for the previous disability or impairment shall be  
22 deducted from the total payment of compensation due.

23 (n) When an employee has been awarded or is entitled to an award  
24 of compensation for a definite period under this chapter for disability  
25 from occupational disease, which disablement occurs on and after April  
26 1, 1951, and prior to April 1, 1963, and such employee dies from any  
27 other cause than such occupational disease, payment of the unpaid  
28 balance of such compensation, not exceeding three hundred (300)  
29 weeks, shall be made to the employee's dependents of the second and  
30 third class as defined in sections 11 through 14 of this chapter, and  
31 compensation, not exceeding five hundred (500) weeks, shall be made  
32 to the employee's dependents of the first class as defined in sections 11  
33 through 14 of this chapter. When an employee has been awarded or is  
34 entitled to an award of compensation for a definite period from an  
35 occupational disease wherein disablement occurs on and after April 1,  
36 1963, and such employee dies from other causes than such  
37 occupational disease, payment of the unpaid balance of such  
38 compensation not exceeding three hundred fifty (350) weeks shall be

1 paid to the employee's dependents of the second and third class as  
2 defined in sections 11 through 14 of this chapter and compensation, not  
3 exceeding five hundred (500) weeks shall be made to the employee's  
4 dependents of the first class as defined in sections 11 through 14 of this  
5 chapter.

6 (o) Any payment made by the employer to the employee during the  
7 period of the employee's disability, or to the employee's dependents,  
8 which, by the terms of this chapter, was not due and payable when  
9 made, may, subject to the approval of the worker's compensation board,  
10 be deducted from the amount to be paid as compensation, but such  
11 deduction shall be made from the distal end of the period during which  
12 compensation must be paid, except in cases of temporary disability.

13 (p) When so provided in the compensation agreement or in the  
14 award of the worker's compensation board, compensation may be paid  
15 semimonthly, or monthly, instead of weekly.

16 (q) When the aggregate payments of compensation awarded by  
17 agreement or upon hearing to an employee or dependent under eighteen  
18 (18) years of age do not exceed one hundred dollars (\$100), the  
19 payment thereof may be made directly to such employee or dependent,  
20 except when the worker's compensation board shall order otherwise.

21 Whenever the aggregate payments of compensation, due to any  
22 person under eighteen (18) years of age, exceed one hundred dollars  
23 (\$100), the payment thereof shall be made to a trustee, appointed by the  
24 circuit or superior court, or to a duly qualified guardian, or, upon the  
25 order of the worker's compensation board, to a parent or to such minor  
26 person. The payment of compensation, due to any person eighteen (18)  
27 years of age or over, may be made directly to such person.

28 (r) If an employee, or a dependent, is mentally incompetent, or a  
29 minor at the time when any right or privilege accrues to the employee  
30 under this chapter, the employee's guardian or trustee may, in the  
31 employee's behalf, claim and exercise such right and privilege.

32 (s) All compensation payments named and provided for in this  
33 section, shall mean and be defined to be for only such occupational  
34 diseases and disabilities therefrom as are proved by competent  
35 evidence, of which there are or have been objective conditions or  
36 symptoms proven, not within the physical or mental control of the  
37 employee himself.

38 SECTION 11. IC 22-3-7-32 IS AMENDED TO READ AS

1 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 32. (a) No proceedings  
 2 for compensation under this chapter shall be maintained unless notice  
 3 has been given to the employer of disablement arising from an  
 4 occupational disease as soon as practicable after the date of  
 5 disablement, **subject to the notice requirements for seamen**  
 6 **required under IC 22-3-7-9.1.** No defect or inaccuracy of such notices  
 7 shall be a bar to compensation unless the employer proves that he is  
 8 unduly prejudiced in such proceedings by such defect or inaccuracy.

9 (b) The notice provided for in subsection (a) shall state the name  
 10 and address of the employee and the nature and cause of the  
 11 occupational disease and disablement or death therefrom, and shall be  
 12 signed by the disabled employee, or by someone in his behalf, or by  
 13 one (1) or more of the dependents, in case of death, or by some person  
 14 in their behalf. Such notice may be served personally upon the  
 15 employer or upon any foreman, superintendent, or manager of the  
 16 employer to whose orders the disabled or deceased employee was  
 17 required to conform or upon any agent of the employer upon whom a  
 18 summons in a civil action may be served under the laws of the state or  
 19 may be sent to the employer by registered letter, addressed to his last  
 20 known residence or place of business.

21 (c) No proceedings by an employee for compensation under this  
 22 chapter shall be maintained unless claim for compensation shall be  
 23 filed by the employee with the worker's compensation board within two  
 24 (2) years after the date of the disablement.

25 (d) No proceedings by dependents of a deceased employee for  
 26 compensation for death under this chapter shall be maintained unless  
 27 claim for compensation shall be filed by the dependents with the  
 28 worker's compensation board within two (2) years after the date of  
 29 death.

30 (e) No limitation of time provided in this chapter shall run against  
 31 any person who is mentally incompetent or a minor dependent, so long  
 32 as he has no guardian or trustee.

33 SECTION 12. IC 22-3-7-34 IS AMENDED TO READ AS  
 34 FOLLOWS [EFFECTIVE July 1, 1999]: Sec. 34. (a) Every employer  
 35 bound by the compensation provisions of this chapter, except the state,  
 36 counties, townships, cities, towns, school cities, school towns, school  
 37 townships, other municipal corporations, state institutions, state boards,  
 38 ~~and~~ state commissions, **and employers holding an owner's license**

1 **issued under IC 4-33-6** shall insure the payment of compensation to  
 2 the employer's employees and their dependents in the manner provided  
 3 in this chapter, or procure from the worker's compensation board a  
 4 certificate authorizing the employer to carry such risk without  
 5 insurance. While that insurance or certificate remains in force, the  
 6 employer, or those conducting the employer's business, and the  
 7 employer's occupational disease insurance carrier shall be liable to any  
 8 employee and the employee's dependents for disablement or death from  
 9 occupational disease arising out of and in the course of employment  
 10 only to the extent and in the manner specified in this chapter.

11 (b) Every employer who, by election, is bound by the compensation  
 12 provisions of this chapter, except those exempted from the provisions  
 13 by subsection (a), shall:

14 (1) insure and keep insured the employer's liability under this  
 15 chapter in some corporation, association, or organization  
 16 authorized to transact the business of worker's compensation  
 17 insurance in this state; or

18 (2) furnish to the worker's compensation board satisfactory proof  
 19 of the employer's financial ability to pay the compensation in the  
 20 amount and manner and when due as provided for in this chapter.

21 In the latter case the board may require the deposit of an acceptable  
 22 security, indemnity, or bond to secure the payment of compensation  
 23 liabilities as they are incurred.

24 (c) Every employer required to carry insurance under this section  
 25 shall file with the worker's compensation board in the form prescribed  
 26 by it, within ten (10) days after the termination of the employer's  
 27 insurance by expiration or cancellation, evidence of the employer's  
 28 compliance with subsection (b) and other provisions relating to the  
 29 insurance under this chapter. The venue of all criminal actions under  
 30 this section lies in the county in which the employee was last exposed  
 31 to the occupational disease causing disablement. The prosecuting  
 32 attorney of the county shall prosecute all violations upon written  
 33 request of the board. The violations shall be prosecuted in the name of  
 34 the state.

35 (d) Whenever an employer has complied with subsection (b)  
 36 relating to self-insurance, the worker's compensation board shall issue  
 37 to the employer a certificate which shall remain in force for a period  
 38 fixed by the board, but the board may, upon at least thirty (30) days

1 notice, and a hearing to the employer, revoke the certificate, upon  
2 presentation of satisfactory evidence for the revocation. After the  
3 revocation, the board may grant a new certificate to the employer upon  
4 the employer's petition, and satisfactory proof of the employer's  
5 financial ability.

6 (e)(1) Subject to the approval of the worker's compensation board,  
7 any employer may enter into or continue any agreement with the  
8 employer's employees to provide a system of compensation, benefit, or  
9 insurance in lieu of the compensation and insurance provided by this  
10 chapter. A substitute system may not be approved unless it confers  
11 benefits upon employees and their dependents at least equivalent to the  
12 benefits provided by this chapter. It may not be approved if it requires  
13 contributions from the employees unless it confers benefits in addition  
14 to those provided under this chapter, which are at least commensurate  
15 with such contributions.

16 (e)(2) The substitute system may be terminated by the worker's  
17 compensation board on reasonable notice and hearing to the interested  
18 parties, if it appears that the same is not fairly administered or if its  
19 operation shall disclose latent defects threatening its solvency, or if for  
20 any substantial reason it fails to accomplish the purpose of this chapter.  
21 On termination, the board shall determine the proper distribution of all  
22 remaining assets, if any, subject to the right of any party in interest to  
23 take an appeal to the court of appeals.

24 (f)(1) No insurer shall enter into or issue any policy of insurance  
25 under this chapter until its policy form has been submitted to and  
26 approved by the worker's compensation board. The board shall not  
27 approve the policy form of any insurance company until the company  
28 shall file with it the certificate of the insurance commissioner showing  
29 that the company is authorized to transact the business of worker's  
30 compensation insurance in Indiana. The filing of a policy form by any  
31 insurance company or reciprocal insurance association with the board  
32 for approval constitutes on the part of the company or association a  
33 conclusive and unqualified acceptance of each of the compensation  
34 provisions of this chapter, and an agreement by it to be bound by the  
35 compensation provisions of this chapter.

36 (f)(2) All policies of insurance companies and of reciprocal  
37 insurance associations, insuring the payment of compensation under  
38 this chapter, shall be conclusively presumed to cover all the employees



1 and the entire compensation liability of the insured under this chapter  
2 in all cases in which the last day of the exposure rendering the  
3 employer liable is within the effective period of such policy.

4 (f)(3) Any provision in any such policy attempting to limit or modify  
5 the liability of the company or association insuring the same shall be  
6 wholly void.

7 (f)(4) Every policy of any company or association shall be deemed  
8 to include the following provisions:

9 "(A) The insurer assumes in full all the obligations to pay  
10 physician's fees, nurse's charges, hospital supplies, burial  
11 expenses, compensation or death benefits imposed upon or  
12 accepted by the insured under this chapter.

13 (B) This policy is subject to the provisions of this chapter relative  
14 to the liability of the insured to pay physician's fees, nurse's  
15 charges, hospital services, hospital supplies, burial expenses,  
16 compensation or death benefits to and for such employees, the  
17 acceptance of such liability by the insured, the adjustment, trial  
18 and adjudication of claims for such physician's fees, nurse's  
19 charges, hospital services, hospital supplies, burial expenses,  
20 compensation, or death benefits.

21 (C) Between this insurer and the employee, notice to or  
22 knowledge of the occurrence of the disablement on the part of the  
23 insured (the employer) shall be notice or knowledge thereof, on  
24 the part of the insurer. The jurisdiction of the insured (the  
25 employer) for the purpose of this chapter is the jurisdiction of this  
26 insurer, and this insurer shall in all things be bound by and shall  
27 be subject to the awards, judgments and decrees rendered against  
28 the insured (the employer) under this chapter.

29 (D) This insurer will promptly pay to the person entitled to the  
30 same all benefits conferred by this chapter, including all  
31 physician's fees, nurse's charges, hospital services, hospital  
32 supplies, burial expenses, and all installments of compensation or  
33 death benefits that may be awarded or agreed upon under this  
34 chapter. The obligation of this insurer shall not be affected by any  
35 default of the insured (the employer) after disablement or by any  
36 default in giving of any notice required by this policy, or  
37 otherwise. This policy is a direct promise by this insurer to the  
38 person entitled to physician's fees, nurse's charges, fees for

1 hospital services, charges for hospital services, charges for  
2 hospital supplies, charges for burial, compensation, or death  
3 benefits, and shall be enforceable in the name of the person.

4 (E) Any termination of this policy by cancellation shall not be  
5 effective as to employees of the insured covered hereby unless at  
6 least thirty (30) days prior to the taking effect of such  
7 cancellation, a written notice giving the date upon which such  
8 termination is to become effective has been received by the  
9 worker's compensation board of Indiana at its office in  
10 Indianapolis, Indiana.

11 (F) This policy shall automatically expire one (1) year from the  
12 effective date of the policy, unless the policy covers a period of  
13 three (3) years, in which event, it shall automatically expire three  
14 (3) years from the effective date of the policy. The termination  
15 either of a one (1) year or a three (3) year policy, is effective as to  
16 the employees of the insured covered by the policy."

17 (f)(5) All claims for compensation, nurse's charges, hospital  
18 services, hospital supplies, physician's fees, or burial expenses may be  
19 made directly against either the employer or the insurer or both, and the  
20 award of the worker's compensation board may be made against either  
21 the employer or the insurer or both.

22 (f)(6) If any insurer shall fail to pay any final award or judgment  
23 (except during the pendency of an appeal) rendered against it, or its  
24 insured, or, if it shall fail to comply with this chapter, the worker's  
25 compensation board shall revoke the approval of its policy forms, and  
26 shall not accept any further proofs of insurance from it until it shall  
27 have paid the award or judgment or complied with this chapter, and  
28 shall have resubmitted its policy form and received the approval of the  
29 policy by the industrial board.

30 (g) No policy of insurance covering the liability of an employer for  
31 worker's compensation shall be construed to cover the liability of the  
32 employer under this chapter for any occupational disease unless the  
33 liability is expressly accepted by the insurance carrier issuing the  
34 policy and is endorsed in that policy. The insurance or security in force  
35 to cover compensation liability under this chapter shall be separate  
36 from the insurance or security under IC 22-3-2 through IC 22-3-6. Any  
37 insurance contract covering liability under either part of this article  
38 need not cover any liability under the other.

1 (h) For the purpose of complying with subsection (b), groups of  
2 employers are authorized to form mutual insurance associations or  
3 reciprocal or interinsurance exchanges subject to any reasonable  
4 conditions and restrictions fixed by the department of insurance. This  
5 subsection does not apply to mutual insurance associations and  
6 reciprocal or interinsurance exchanges formed and operating on or  
7 before January 1, 1991, which shall continue to operate subject to the  
8 provisions of this chapter and to such reasonable conditions and  
9 restrictions as may be fixed by the worker's compensation board.

10 (i) Membership in a mutual insurance association or a reciprocal or  
11 interinsurance exchange so proved, together with evidence of the  
12 payment of premiums due, is evidence of compliance with subsection  
13 (b).

14 (j) Any person bound under the compensation provisions of this  
15 chapter, contracting for the performance of any work exceeding one  
16 thousand dollars (\$1,000) in value, in which the hazard of an  
17 occupational disease exists, by a contractor subject to the compensation  
18 provisions of this chapter without exacting from the contractor a  
19 certificate from the worker's compensation board showing that the  
20 contractor has complied with subsections (a), (b), and (c), shall be  
21 liable to the same extent as the contractor for compensation, physician's  
22 fees, hospital fees, nurse's charges, and burial expenses on account of  
23 the injury or death of any employee of such contractor, due to  
24 occupational disease arising out of and in the course of the  
25 performance of the work covered by such contract.

26 (k) Any contractor who sublets any contract for the performance of  
27 any work to a subcontractor subject to the compensation provisions of  
28 this chapter, without obtaining a certificate from the worker's  
29 compensation board showing that the subcontractor has complied with  
30 subsections (a), (b), and (c), is liable to the same extent as the  
31 subcontractor for the payment of compensation, physician's fees,  
32 hospital fees, nurse's charges, and burial expense on account of the  
33 injury or death of any employee of the subcontractor due to  
34 occupational disease arising out of and in the course of the  
35 performance of the work covered by the subcontract.

36 (l) A person paying compensation, physician's fees, hospital fees,  
37 nurse's charges, or burial expenses, under subsection (j) or (k), may  
38 recover the amount paid or to be paid from any person who would

1 otherwise have been liable for the payment thereof and may, in  
2 addition, recover the litigation expenses and attorney's fees incurred in  
3 the action before the worker's compensation board as well as the  
4 litigation expenses and attorney's fees incurred in an action to collect  
5 the compensation, medical expenses, and burial expenses.

6 (m) Every claim filed with the worker's compensation board under  
7 this section shall be instituted against all parties liable for payment.  
8 The worker's compensation board, in an award under subsection (j),  
9 shall fix the order in which such parties shall be exhausted, beginning  
10 with the immediate employer and, in an award under subsection (k),  
11 shall determine whether the subcontractor has the financial ability to  
12 pay the compensation and medical expenses when due and, if not, shall  
13 order the contractor to pay the compensation and medical expenses.

14 **(n) An employer holding an owner's license issued under**  
15 **IC 4-33-6 shall procure a certificate authorizing the employer to**  
16 **carry the risk without insurance from the worker's compensation**  
17 **board. The employer holding a license issued under IC 4-33-6 is**  
18 **liable for payment of disability compensation under IC 22-3-7 only**  
19 **when the employee has completed and filed a notice to receive**  
20 **disability compensation under IC 22-3-7 in the manner provided**  
21 **in IC 22-3-7-9.1."**

22 Renumber all sections consecutively.

(Reference is to HB 1030 as introduced.)

**and when so amended that said bill do pass.**

---

Representative Liggett